

## CONTRACT

The Parties to this Contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. The Contract consists of this signature page, the following pages detailing the contents described below, and any attachments identified on these pages.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES / SERVICES
3. PRICING
4. STANDARD TERMS AND CONDITIONS
5. CERTIFICATIONS AND CONFLICTS
6. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown below.

### VENDOR

(Vendor Name) IHS Global Insight (USA) Inc.

Signature 

Printed Name Robert Shay

Title Sr. Director, Finance Date 6/25/09

Address 24 Hartwell Avenue


Lexington, MA 02421-3158

Phone 781-301-9289 Fax 781-301-9180

E-mail rob.shay@lhs.com

### STATE OF ILLINOIS

(Agency Name) IDOR

Official Signature 

Printed Name Brian Hamer by: Linnie Keozel

Title Director / asst Date 6-30-09

Designee Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_

### STATE USE ONLY PROVISIONS

### NOT PART OF CONTRACTUAL

PBC# \_\_\_\_\_

Contract # \_\_\_\_\_

Project Title \_\_\_\_\_

Procurement Method (IFB, RFP, Small, etc): \_\_\_\_\_

Award Code: \_\_\_\_\_

IPB Publication Date: \_\_\_\_\_

IPB Ref. # \_\_\_\_\_

Subcontractor Utilization? Yes ☐ No ☐

Subcontractor Disclosure? Yes ☐ No ☐

Funding Source \_\_\_\_\_

Obligation # \_\_\_\_\_

CMS Program Compliance \_\_\_\_\_

*Fiscal Compliance* \_\_\_\_\_

*Legal Compliance* \_\_\_\_\_

*Executive Compliance* \_\_\_\_\_

## **1. TERM AND TERMINATION**

**1.1 TERM OF THIS CONTRACT:** Unless otherwise specified, this Contract shall commence on July 1, 2009, and terminate June 30, 2010.

**1.2 RENEWAL:** This Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. Renewal pricing is shown in Section 3. However, the Contract may not renew automatically, nor may the contract renew solely at the Vendor's option.

**1.3 TERMINATION FOR CAUSE:** The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if it is determined that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Vendor fails to perform to the State's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the State shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied by that date the State may either: (a) Immediately terminate the Contract without additional written notice or, (b) enforce the terms and conditions of the Contract, and in either event seek any available legal or equitable remedies and damages.

**1.4 TERMINATION FOR CONVENIENCE:** Following thirty (30) days written notice, the State may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following any such termination for convenience, the Vendor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

## **2. DESCRIPTION OF SUPPLIES AND SERVICES**

**2.1 GOALS AND OBJECTIVES:** To obtain the appropriate and necessary economic forecasting information which will allow the AGENCY to properly prepare fiscal and budgeting analyses.

**2.2 SUPPLIES AND/OR SERVICES REQUIRED:** VENDOR has agreed to provide the AGENCY with a subscription for economic services as described in greater detail in attached Exhibit A. In the event of a conflict between the Contract and this Exhibit, Exhibit A will prevail.

**2.3 MILESTONES AND DELIVERABLES:** Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless a higher amount is authorized in writing by the State prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ 20,500.00 (The AGENCY will share the cost of this contract with other AGENCIES, the terms of which will be memorialized in subsequent Inter-Governmental Agreements as follows: Illinois Department of Revenue - \$3,416.70; Illinois Commerce Commission - \$3,416.66; Illinois Department of Employment Security - \$3,416.66; Illinois Department of Transportation - \$3,416.66; Governor's Office of Management and Budget - \$3,416.66; Illinois Department of Commerce and Economic Opportunity - \$3,416.66.)

**2.4 VENDOR / STAFF SPECIFICATIONS:** N/A

**2.5 DELIVERY SPECIFICATIONS:** N/A

**2.6 WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract. Vendor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed	_____
Value of services performed at this location	_____ N/A _____
Location where services will be performed	_____ N/A _____
Value of services performed at this location	_____ _____

**2.7 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

### **2.8 WARRANTIES FOR SUPPLIES AND SERVICES:**

2.8.1 Vendor warrants that the supplies furnished under this Contract (a) will conform to the State's manufacturing standards, specifications, drawing, samples or descriptions furnished by the State, including but not limited to all specifications attached as exhibits hereto, (b) will be merchantable, of good quality and workmanship, free from defects for a period of twelve months or longer if specified in writing, and fit and sufficient for the intended use (c) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies (d) will be of good title and be free and clear of all liens and encumbrances and (e) will not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.8.2 Vendor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

**2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

2.9.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the Contract.

2.9.2 Upon request and on forms provided by Agency, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (PA 94-1067).

### 3. PRICING

#### 3.1 **METHOD AND RATE OF COMPENSATION:** Vendor shall be compensated by the following method:

- ☐ hourly \_\_\_\_\_
- ☐ monthly \_\_\_\_\_
- ☒ X annually \_\_\_\_\_
- ☐ project \_\_\_\_\_
- ☐ item \_\_\_\_\_

#### 3.2 **MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES:**

- ☒ Firm Price - \$20,500.00 with no reimbursement of expenses. (The AGENCY will share the cost of this contract with other Agencies, the terms of which will be memorialized in subsequent Inter-Governmental Agreements as follows: Illinois Department of Revenue - \$3,416.70; Illinois Commerce Commission - \$3,416.66; Illinois Department of Employment Security - \$3,416.66; Illinois Department of Transportation - \$3,416.66; Governor's Office of Management and Budget - \$3,416.66; Illinois Department of Commerce and Economic Opportunity - \$3,416.66.)
- ☐ Estimated Price \_\_\_\_\_

**3.3 RENEWAL COMPENSATION:** If this contract is renewed, the price shall be the same as for the initial term unless a different compensation, or formula for determining the renewal compensation, is stated below.

**3.4 EXPENSES:** Unless otherwise agreed upon and stated herein, this Contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem. Any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor's Travel Board rules.

**3.5 DISCOUNT:** \_\_\_\_\_ 0% discount for payment within \_\_\_\_\_ days of receipt of invoice

**3.6 TAX:** Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and federal tax exemption information.

**3.7 INVOICING:** Vendor shall invoice the entire amount in the first quarter of the Contract.

Send invoices to: Lynn DeMarco  
Illinois Department of Revenue  
Legal Services Bureau  
101 West Jefferson, MC 5-500  
Springfield, IL 62702

#### 3.8 **PAYMENT TERMS AND CONDITIONS:**

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State "Prompt Payment Act" (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

3.8.3 The State shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.

3.8.4 As a condition of receiving payment Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services). Vendor is responsible for contacting the Illinois Dept. of Labor (217-782-6206; <http://www.state.il.us/agency/idoi/index.htm>) to ensure understanding of prevailing wage requirements (30 ILCS 500/25-60(b)).

3.8.5 As a condition of receiving payment Vendor must pay its suppliers and subcontractors according to the terms of their respective contracts. Vendor shall provide lien waivers to the State upon request.

#### **4. STANDARD TERMS AND CONDITIONS**

**4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60):** State shall use its best efforts to secure sufficient appropriations to fund this Contract. However, the State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason.

**4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Vendor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three years from the later of final payment under the term or during the three year period thereafter. Books and records directly and specifically related to the data provided under the Subscription Agreement required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. Vendor shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this section.

**4.3 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this Contract. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.

**4.4 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the Contract without penalty if performance does not resume within 30 days of the declaration.

**4.5 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this Contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. The receiving Party shall presume all information received or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

**4.6 USE AND OWNERSHIP:** See Vendor Supplemental Terms and Conditions and Vendor's exceptions provided in Section 6 of this Contract.

**4.7 INDEMNIFICATION AND LIABILITY:** To the extent not otherwise limited by Vendor's exceptions provided in Section 6 of this Contract, the Vendor agrees to indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and



expenses, arising out of (a) any breach or violation by Vendor of any of its representations, warranties, covenants or agreements set forth herein, (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from Vendor's negligent performance hereunder, (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither party shall be liable for incidental, special, consequential or punitive damages.

**4.8 INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

**4.9 INDEPENDENT CONTRACTOR:** Vendor shall, in the performance of this Contract, be an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

**4.10 ASSIGNMENT AND SUBCONTRACTING:** This Contract may not be assigned, transferred or subcontracted in whole or in part by the Vendor without the prior written consent of the State. Vendor shall describe, as a supplemental provision to this Contract, the names and addresses of all authorized subcontractors utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide the supplies covered by the Contract.

**4.11 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

**4.12 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

**4.13 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's officers, employees or agents. Vendor shall reassign immediately any such individual who does not pass the background checks.

**4.14 APPLICABLE LAW:** This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

**4.15 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Vendor shall assign to the State all right, title and interest in and to the claim or cause of action.

**4.16 AUTHORIZATION:** Each Party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all

requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

**4.17 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the Contract. When the Department of Central Management Services (CMS) signs in addition to an Agency, CMS does so as approving officer and shall have no liability to Vendor. When CMS signs a Master Contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor.

**4.18 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

## **5. CERTIFICATIONS AND CONFLICTS**

Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

**5.1** Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

**5.2** Vendor is not in default on an educational loan (5 ILCS 385/3).

**5.3** Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).

**5.4** Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).

**5.5** Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

**5.6** If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

**5.7** If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).

**5.8** Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

**5.9** Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the Contract being declared void.

**5.10** Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).

**5.11** Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

**5.12** Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

**5.13** Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

**5.14** In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

**5.15** Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).

**5.16** Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).

**5.17** Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

**5.18** Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

**5.19** Vendor does not pay dues to, or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

**5.20** Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

**5.21** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

**5.22** Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

**5.23** Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

**5.24** In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/itaa](http://www.dhs.state.il.us/itaa).

**5.25** Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

- a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
- c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

**5.26** Vendor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration of the term of office of the Incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Vendor certifies, in accordance with Public Act 95-971, as applicable:

☒ Vendor is not required to register as a business entity with the State Board of Elections.

or

☐ Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration as required by the Act. A copy of the certificate of registration is attached.

Vendor acknowledges that the State may declare this Contract void without any additional compensation due to the Vendor if this foregoing certification is false or if the Vendor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.

## 6. SUPPLEMENTAL PROVISIONS

**6.1 ENTIRE CONTRACT:** This Contract, consisting of the signature page, sections one through six, and any attachments marked (X) below, constitutes the entire Contract between the Parties concerning the subject matter of the Contract, and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. This Contract can be signed in multiple counterparts. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

N/A\_ Definitions

N/A\_ Public Works Requirements (820 ILCS 130/4)

N/A\_ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)

N/A\_ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

N/A\_ Prohibition on Contingent Fees (certain federally funded contracts)

N/A\_ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)

N/A\_ State Supplemental Terms and Conditions

☒ Vendor Supplemental Terms and Conditions

N/A\_ Prior Vendor Collective Bargaining Contractor

*This applies if the prior Vendor's employees who perform the services under the prior contract are covered by a collective bargaining contract. In accordance with Illinois law (30 ILCS 500/25-80), in order to be considered a responsible bidder and eligible for award you must: (a) offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its offer, and (b) offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract. You are certifying you will comply with this law.*

\_\_\_\_ Information Technology Requirements

*As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/itaa>.*

N/A\_ Other (describe) Vendor exceptions, as follows:

1. The State shall receive a non-exclusive, non-transferable, limited license to utilize the deliverable for the State's internal use;
2. No proprietary rights to the data, information, content and other materials covered by this contract is transferred to the State and the State agrees that all such rights belong to IHS Global Insight and its affiliates and third party licensors;
3. In providing the data, information, content and other materials, neither IHS Global Insight nor any director, officer, employee, third party licensor or agent of IHS Global Insight makes any representations or warranties, expressed or implied, as to results to be obtained from the use of the data, information, content and other materials covered by this contract and none of them shall be

liable to the State for any loss incurred by it in connection with the data, information, content or other material covered by this contract;

4. In no event shall IHS Global Insight and its affiliates be liable for loss profits or for indirect, special, punitive or consequential damages or any liability to any person arising from the data, information, content or other material covered by this contract. The maximum liability of IHS Global Insight and its affiliates shall not, under any circumstances, exceed the amount paid to IHS Global Insight during the preceding 6 months by the State for the data, information, content and other material covered by this contract.

5. No deletion of these terms by the State is to be assumed to be accepted by IHS Global Insight. Payment of this contract is deemed acceptance of these terms by the State.

**TAXPAYER IDENTIFICATION NUMBER**

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: \_\_\_\_\_

Business Name: IHS Global Insight (USA) Inc. \_\_\_\_\_

Taxpayer Identification Number:

Social Security Number \_\_\_\_\_

or

Employer Identification Number 51-0265127 \_\_\_\_\_

Legal Status (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Governmental   |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien  |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or trust  |
| <input type="checkbox"/> Legal Services Corporation  | <input type="checkbox"/> Pharmacy (Non-Corp.)   |
| <input type="checkbox"/> Tax-exempt  | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                           |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services                | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input checked="" type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity   |
|  | <input type="checkbox"/> C = corporation  |
|  | <input type="checkbox"/> P = partnership  |

Signature: \_\_\_\_\_

**Robert Shay**  
**Sr. Director of Finance**

Date: 6/25/09 \_\_\_\_\_



## Subscription Agreement

Subscription Agreement ("Agreement") made this 1<sup>st</sup> day of July, 2009 between Global Insight (USA), Inc., a Delaware corporation ("GLOBAL INSIGHT"), with offices at 24 Hartwell Avenue, Lexington, MA 02421-3158, and Illinois Department of Revenue ("Subscriber").

### 1. Term

The initial term of this Agreement shall commence on the above written date and extend for 12 months ("Term").

### 2. Services

(a) **Services.** The Services to be provided to Subscriber and the method of delivery are identified on Exhibit A to this Agreement. The specific information included as part of the Services shall be determined by GLOBAL INSIGHT in its sole discretion. Subscriber understands and agrees that GLOBAL INSIGHT may change the format, frequency and/or content of the information to be made available hereunder, provided that GLOBAL INSIGHT shall use commercially reasonable efforts to give Subscriber thirty (30) days advance notice of material changes, other than the discontinuance of third party data.

(b) **Additions to Services.** Additional Services may be added to the Agreement by the parties mutually executing a new Exhibit in writing which sets forth the additional services to be provided and the applicable charges. For any Service added under this Agreement, the term for the added Service shall be the remaining term of this Agreement, unless otherwise expressly set forth on the Exhibit.

(c) **Consulting Services.** Except as expressly provided herein, this Agreement does not provide for consulting services, which if desired, must be obtained from GLOBAL INSIGHT pursuant to a separate consulting agreement.

(d) **Software.** Software programs and related documentation ("the Software") provided hereunder may be included within the Services. In addition to the other terms and conditions hereof, the following shall apply to Software: (i) GLOBAL INSIGHT grants Subscriber a non-exclusive, non-transferable limited license to use the Software on Subscriber's premises in accordance with the related documentation, as may be updated by GLOBAL INSIGHT and provided to Subscriber from time to time. (ii) Title to the Software is and shall remain with GLOBAL INSIGHT and its third party licensors and is not transferred to Subscriber. GLOBAL INSIGHT holds all patent rights, copyrights, trade secrets, and other intellectual property rights in the Software or has the right to use and sublicense the same to Subscriber. Subscriber agrees and understands that it is not permitted to copy, replicate, redistribute or otherwise dispose of the Software without the express permission of GLOBAL INSIGHT and that it shall not reverse compile, disassemble, or otherwise attempt to obtain source code for the Software, nor shall it sell, license, assign, pledge or otherwise transfer any copies to any third party or permit any third party to use the Software; all of which is not allowed. Subscriber agrees that the Software and related materials contain valuable information that is confidential and proprietary to GLOBAL INSIGHT. On any termination of this Agreement, regardless of the cause, Subscriber shall promptly return all copies of the Software to GLOBAL INSIGHT. (iii) Provided that Subscriber is otherwise in compliance with the terms and conditions of this Agreement, while this Agreement remains in effect and no notices of termination are outstanding, GLOBAL INSIGHT agrees to make available to Subscriber any updates, new releases, or enhancements to the Software on such terms and conditions as GLOBAL INSIGHT may make the same generally commercially available. (iv) Subscriber's sole remedy for any errors in the Software is that GLOBAL INSIGHT will use commercially reasonable efforts to correct such errors.

### 3. Payments

(a) **Service Fees.** Subscriber agrees to pay GLOBAL INSIGHT for the Services in accordance with the charges set forth on Exhibit A ("Service Fee"). Unless expressly provided otherwise in this Agreement, Subscriber shall pay all Service Fees annually in advance within thirty (30) days of the date of the invoice therefor. Upon and after the expiration of the initial Term for any Service, GLOBAL INSIGHT may change the amount of the Service Fee for such Service at any time by giving Subscriber at least thirty (30) days prior written notice of the new Service Fee.

(b) **Shipping.** Subscriber shall pay to GLOBAL INSIGHT any shipping charges in connection with this Agreement.

(c) **Taxes.** All fees and prices hereunder are exclusive of any taxes. Subscriber shall be responsible for any federal, state or local sales, use, Canadian Goods and Services, property, VAT, or similar taxes that are or may be imposed on transactions hereunder between GLOBAL INSIGHT and Subscriber, except that GLOBAL INSIGHT is responsible for all taxes on its income.

(d) **Late Payment.** GLOBAL INSIGHT may assess a late charge at an annual rate not exceeding eighteen percent (18%) on all amounts payable under this Agreement which Subscriber has not paid within forty-five (45) days of the date of the GLOBAL INSIGHT invoice therefor. In addition to all other rights provided by this Agreement or otherwise by law or equity, GLOBAL INSIGHT may suspend any or all Services hereunder as long as such amounts remain unpaid.

(e) **Audit.** During the term of this Agreement and for six (6) months after termination, GLOBAL INSIGHT shall have the right, during normal business hours and upon reasonable advance notice to Subscriber, to visit Subscriber's office(s) for the purpose of auditing Subscriber's use of the Services to confirm that such use is in accordance with this Agreement. The costs of such audit shall be borne by GLOBAL INSIGHT unless it determines that it has been underpaid by Subscriber for any twelve-month period by five percent (5%) or more; in such case, the costs of the audit shall be paid by Subscriber.

(f) **Oversages.** In the event that the Services are composed of data series, in whole or in part, and Subscriber has a limit on the amount of usage as set forth on Exhibit A, Subscriber acknowledges and agrees that if at any time during the Term

its usage of GLOBAL INSIGHT data has reached such limit, it will thereafter be charged at GLOBAL INSIGHT's then-prevailing standard rates for all subsequent retrievals of GLOBAL INSIGHT data series. In such event, Subscriber will be billed by GLOBAL INSIGHT on a monthly basis, with all amounts payable within thirty (30) days of the date of each invoice. For purposes of this Agreement, "data series" is defined to mean a specific data point or series of data points.

### 4. Termination

Either party hereto may terminate this Agreement for material breach by giving the other party thirty (30) days prior written notice; such notice to take effect unless the breaching party cures or corrects within the notice period. Subscriber agrees to pay all charges incurred pursuant to this Agreement during such thirty (30) day period. Upon cancellation of the Services or termination of the Agreement, the Subscriber shall cease using the Services which are covered by this Agreement and it shall delete or destroy any data series in its possession or control.

### 5. Ownership and Restrictions on Use

Subscriber agrees and acknowledges that all proprietary rights in the Services, including copyrights, trademarks and service marks are and shall remain in GLOBAL INSIGHT and its third party licensors and are not transferred hereunder. Subscriber is receiving hereunder a non-exclusive, non-transferable, limited license to allow Users to utilize the Services internally in the conduct of Subscriber's normal business affairs and such Services shall not be redistributed, republished or otherwise made available by Subscriber or its Users to any third party. Online or other electronic access to the Services is limited to Subscriber identification codes or passwords and personal identification numbers, as applicable, for the number of Users that are authorized in Exhibit A of this Agreement. Unless otherwise set forth in Exhibit A, only five (5) Users may access any or all of the Services under this Agreement. Subscriber shall not directly or indirectly disseminate, circulate, publish, copy, display, or permit access to the Services, usercodes, or passwords to anyone not an employee of Subscriber. Subscriber agrees and understands that such limitation excludes employees of all affiliated organizations other than wholly owned subsidiaries of Subscriber. Subscriber further agrees and understands that it is not permitted to provide access to the Services to any agents or consultants without first obtaining the prior written permission of GLOBAL INSIGHT and without obtaining such consultants' or agents' prior written agreement that the Services (i) shall be maintained in strict confidence; (ii) may not be retransmitted; and (iii) may only be used in connection with work performed on behalf of Subscriber. Subscriber agrees to protect the copyrights, trademarks, service marks and other proprietary rights of GLOBAL INSIGHT in the Services during and after the term of the Agreement, and Subscriber further agrees to honor all reasonable requests by GLOBAL INSIGHT to protect such rights. For purposes of this Agreement, a "User" is defined as an employee, agent or consultant of Subscriber who has the right to access any of the Services, subject to the limitations set forth in this Agreement.

### 6. Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean information, data and software received by either party from the other party. Notwithstanding the foregoing, information and data shall not be deemed to be Confidential Information if such information or data: (i) was substantially known by the receiving party at the time of such disclosure; (ii) was known to the public at the time of such disclosure or becomes known to the public (other than by act of the receiving party) subsequent to such disclosure; (iii) is disclosed lawfully to the receiving party by a third party; (iv) is developed independently by the receiving party without reference to the Confidential Information; (v) is approved in writing by the disclosing party for disclosure by the receiving party; or (vi) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prior written notice of such required disclosure. The recipient of any Confidential Information from the other party hereunder shall not disclose to any third party firm, corporation, individual, or other entity, any Confidential Information which it receives from the disclosing party, except that GLOBAL INSIGHT may disclose such Confidential Information to its employees in connection with performing the Services hereunder. The receiving party shall use the same degree of care in safeguarding the Confidential Information as the receiving party uses for its own confidential and proprietary information, but in no event less than reasonable care.

### 7. Third Party Data Use

(a) **Third Party Data.** GLOBAL INSIGHT is licensed to distribute certain third party data. Under these license arrangements, GLOBAL INSIGHT is required to make payments to the provider of the data. Unless otherwise noted in Exhibit A, charges for access to the third party databases listed in Exhibit A must be specifically negotiated on a case by case basis for each such database. Subscriber expressly agrees and understands that its access to such third party data shall automatically terminate without any liability on the part of GLOBAL INSIGHT or its affiliates on termination of GLOBAL INSIGHT's third party distribution license(s) or in accordance with instructions to GLOBAL INSIGHT by such third party; as used herein, "third party" includes both affiliates and non-affiliates of GLOBAL INSIGHT.

(b) **Restrictions and Attribution.** Subscriber agrees to comply with any and all restrictions and/or prohibitions imposed by GLOBAL INSIGHT or its third party licensors at any time with regard to (i) the access or utilization of any Services on any multiple user network or (ii) the electronic redistribution in any media of any Services within the

Subscriber's organization. Subscriber agrees to include on all print and electronic materials produced by Subscriber that include any third party licensed data, a credit to the source(s) of such data, to the extent that such source is identified in the Services or otherwise identified by GLOBAL INSIGHT; provided, however, that the foregoing shall not be construed to modify the terms of Section 5 of this Agreement.

#### 8. Disclaimer of Warranties; Limitation of Liabilities

(a) Disclaimer. Neither GLOBAL INSIGHT nor its affiliates nor any other party involved in providing components of the Services warrants the accuracy or adequacy thereof, nor shall they have any liability for any errors, omissions, interruptions, delays, or inadequacies therein. NEITHER GLOBAL INSIGHT, ITS AFFILIATES, NOR ANY OF THEIR THIRD PARTY LICENSORS MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DATA SERIES, PROVIDED HEREUNDER OR THAT SUCH SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DATA SERIES WILL BE ERROR FREE AND THEY MAKE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL GLOBAL INSIGHT, ITS AFFILIATES, OR ANY OF THEIR THIRD PARTY LICENSORS HAVE ANY LIABILITY FOR LOST PROFITS OR FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LIABILITY TO ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY.

(b) Additional Limitation. Except as expressly provided in Section 9 below and without limiting Section 8(a) above, the cumulative liability of GLOBAL INSIGHT and its affiliates with respect to the Services shall in no event exceed the total annual charges paid under this Agreement by Subscriber to GLOBAL INSIGHT during the 12 months preceding Subscriber's claim.

(c) Subscriber Data. While GLOBAL INSIGHT will use reasonable efforts to attempt to recover or recreate any Subscriber data which is lost by GLOBAL INSIGHT, it shall be the responsibility of Subscriber to independently maintain copies of all Subscriber data.

(d) Indemnity. Subscriber agrees to indemnify and hold harmless GLOBAL INSIGHT and its third party licensors from and against any losses, damages, liabilities, and expenses (including but not limited to reasonable attorneys' fees) associated with any claims which arise from or relate to Subscriber's use of the Services or any component thereof, other than claims subject to the indemnification given by GLOBAL INSIGHT in Section 9 below.

#### 9. Infringement

GLOBAL INSIGHT shall indemnify Subscriber with respect to direct damages incurred by Subscriber, including reasonable attorneys' fees, as a result of any claim against Subscriber that the Services as furnished by GLOBAL INSIGHT and

used by Subscriber in compliance with the terms of this Agreement, infringe upon any copyright or proprietary right of any third party, provided that (i) Subscriber gives GLOBAL INSIGHT prompt written notice thereof, within 10 days of becoming aware of it (ii) GLOBAL INSIGHT has sole control of the defense or settlement of such claim, and (iii) Subscriber reasonably cooperates with GLOBAL INSIGHT in such defense. In the event of such claim, GLOBAL INSIGHT shall have the right to terminate this Agreement with respect to allegedly infringing Services by giving written notice to Subscriber and by refunding to Subscriber the prorated share of any prepaid charges relating to such infringing Services.

#### 10. Other Matters

(a) Force Majeure. Neither party shall have any liability for any default or delay resulting from circumstances beyond its reasonable control. In no event shall GLOBAL INSIGHT be liable for any claim arising one (1) year or more prior to the institution of suit.

(b) Advertising. Except for marketing literature, publicity releases, reference lists and other communications to the public, GLOBAL INSIGHT agrees not to disclose the identity of Subscriber as a customer of GLOBAL INSIGHT or use Subscriber's trademarks without the prior written consent of Subscriber.

(c) Notices. All notices to the other party shall be sent to the address set forth above.

(d) Amendment. No waiver, alteration, or amendment of any provision of this Agreement shall be effective unless executed in writing by both parties.

(e) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. All claims arising in connection with this Agreement shall be brought by the parties in the courts in the Commonwealth of Massachusetts and the parties hereby consent to the exclusive jurisdiction of such courts.

(f) Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, such consent not to be unreasonably withheld; provided, however, GLOBAL INSIGHT may assign this Agreement in whole, or in part, to any affiliate of GLOBAL INSIGHT without obtaining consent of Subscriber. This Agreement is binding upon and inures to the benefit of all successors and permitted assignees of the parties hereto.

(g) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to its subject matter and shall supersede any and all other agreements, written or oral, with respect thereto. The provisions and terms of any purchase order issued by Subscriber in conjunction with this Agreement shall be of no effect and shall not in any way extend or amend the terms and conditions set forth in this Agreement unless expressly accepted in writing by GLOBAL INSIGHT.

(h) Survivability. Sections 2(d), 4, 5, 6, 8, 9 and 10 shall survive any termination of this Agreement.

#### SUBSCRIBER:

By: Illinois Dept of Revenue  
 Name: Eric Hamerly, Esq.  
 Title: Director / CA  
 Date: 6-30-09

#### GLOBAL INSIGHT (USA) INC.

By: [Signature]  
 Name: Robert Shay  
 Title: Sr. Director of Finance  
 Date: 6/26/09

## Subscription Agreement

1. GLOBAL INSIGHT shall furnish to Subscriber the following subscription services (the "Services"), at the prices set forth below:

<b>DESCRIPTION OF SERVICE AND METHOD OF DELIVERY:</b>	<b>US Macroeconomic Service :</b> Executive Summary, monthly Short term outlook, monthly Long term outlook, quarterly Single State Region, quarterly: Regional forecast quarterly (summary) Illinois State and Metro forecast & Analysis  All forecast service content available via web, telephone access to economists, invitations to audio/physical conferences, support from account manager
<b>COST:</b>	\$20,500/year
<b>NUMBER OF USERS/ PRINTED COPIES:</b>	12 unique users/6 copies of hardcopy publications
<b>EFFECTIVE DATE:</b>	7/1/2009
<b>PERIOD:</b>	One (1) year

2. Other Terms and Conditions

The following terms and conditions, if any, are to be deemed part of the Agreement. Any additional limits on usage of any data series should be specified herein. To the extent that any of the following terms and conditions are inconsistent with the terms and conditions of the Agreement, the following terms and conditions shall govern. Capitalized terms in this Exhibit and not defined herein are used with the meanings ascribed to them in the Agreement. All identification codes or passwords and personal identification numbers, if any, shall be provided to Subscriber under separate cover.

Subscriber will be billed annually and agrees to pay for all of Global Insight services listed above not later than September 30, 2009.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by the Agreement, have caused this Agreement to be duly executed and delivered.

**SUBSCRIBER:**

By: Illinois Dept of Revenue  
 Name: Brian Hamerly  
 Title: Director / C.S.  
 Date: 6.30.09

**GLOBAL INSIGHT (USA) INC.**

By: [Signature]  
 Name: Robert Shay  
 Title: Sr. Director of Finance  
 Date: 6/26/09